

2.10.01: MATERIAL REQUIREMENTS FOR FENCES

Fences may be constructed only as provided in this Chapter of natural material in its living state or of the following factory manufactured materials:

- A. Wood; subject to the following conditions or limitations:
 - 1. Wood which has a natural resistance to decay, such as redwood or cypress, or treated wood, may be used.
 - 2. Wood in its natural state shall not be used for posts.
- B. Hedges; subject to the following conditions or limitations:
 - 1. Hedges shall not be located in the first twenty-five feet (25'0") of any required front yard on an interior lot.
 - 2. Hedges located on a corner lot shall not be located within twenty-five feet (25'0") of the property corner abutting the right-of-way intersection.
 - 3. All hedges shall be maintained in a neat and orderly fashion and must be kept clean of all trash and other materials.
 - 4. When the Chief of Police, Building inspector or Code Enforcement Officer finds a hedge is causing a public safety hazard (visibility) the hazard shall be removed immediately upon notification by the Code Enforcement to the property owner.
- F. Prohibited Materials:
 - 1. Wood in its natural state shall not be used for posts.
- G. Other materials may be approved by the Building Inspector when the Building Inspector has determined that the alternate material meets or exceeds the requirements of the above materials.

2.10.02: HEIGHT, SET BACK AND CONSTRUCTION REQUIREMENTS FOR FENCES

The following requirements shall apply to all fences located within the City.

- A. No fence wall or hedge shall be permitted over the height of six feet (6'0") unless approved by the Planning Commission and City Council.
- B. On any interior lot, a fence, wall, hedge, or lawn ornament which is above the height of four foot (4 ft) and is opaque in nature shall not be permitted within the first twenty five feet (25'0") of any required front yard.
- C. On any corner lot, a fence, wall, hedge, or lawn ornament which is above the height of three foot (3') and is opaque in nature shall not be permitted within a site triangle which measures twenty-five feet (25'0") back in both directions from the property corner abutting an intersection.
- D. All fences must be constructed to manufacturer's recommendations or to industry standards and shall be capable of withstanding an eighty (80) mile an hour wind, as per the Building Code.

If any owner of record fails to abate a non-conforming or unsafe fence, wall, or hedge within 30 days after receipt of written notice from the Building Inspector or designee, certified mail, return receipt requested, the City shall have the right to go upon the property and abate the violation

without further notice to the owner or occupant of record. The City may recover its costs of abatement as set forth in Title 36 or in any court of competent jurisdiction

2.10.03: PERMIT REQUIRED FOR FENCES

In addition to the requirements of subsection 2.10.02, before any person may erect or cause to be erected or constructed a fence four (4) feet or more above the natural grade of the site within the City, he or she must first obtain a building permit from the Building Inspector. The only two exceptions to this requirement are if a temporary structure permit has been issued for the fence or if a plan for which a building permit has been issued includes the full description, location and statement of value of the fence to be constructed.

2.10.06: UNSAFE OR HAZARDOUS FENCES

If at any time, in the opinion of the Building Inspector, a fence, wall, or hedge becomes unsafe to the public or person occupying the property, the City may order the fence removed. The time given to remove an unsafe fence, wall or hedge shall not exceed thirty (30) days from the date of notice. A fence shall be considered to be an unsafe or hazardous under the following circumstances, however, the City may find a fence is unsafe or hazardous under other circumstances not specifically listed herein:

- A. Whenever any portion of the fence, its appurtenance or its members has been damaged by fire, wind, flood, or other cause to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe.
- B. Whenever the fence, its appurtenance or its members or portion thereof is creating a traffic hazard because of visibility as determined under the setback requirements of Title 18 or by the Building Inspector.

CHAPTER 2.12 MISCELLANEOUS

SECTIONS:

- 2.12.01: Stair Railings and Grates
- 2.12.02: Permit to Place Building Material on Street
- 2.12.03: Removal of Decaying or Burned Building
- 2.12.04: Use of Concrete and Other Debris as Fill on Publicly Dedicated Rights-of-Way Prohibited
- 2.12.05: Operation of Vehicles with Lugs, Ice Spurs, or Similar
- 2.12.06: Operation of Construction Equipment or Vehicle Equipped with Outriggers

2.12.02: PERMIT TO PLACE BUILDING MATERIAL ON STREET

No person shall deposit and keep lumber, stone, brick or other materials for building in any public street, road, or alley, without a permit. Any person desiring to do the above mentioned shall make written application to Department of Planning and Permitting. The Department of Planning and Permitting shall have the power to issue a permit granting the permit holder the authority to keep lumber, stone, brick or other materials for building in the requested public area for a period not to exceed six months. The issuing of a permit shall also be subject to such other conditions or limitations, as the Department of Planning and Permitting may deem necessary under the circumstances. Before issuing any permit, the Department of Planning and Permitting shall take into consideration the free flow of vehicular and pedestrian traffic, the proper drainage of water, and the safety of persons and property and reasonable input from other City staff.

2.12.03: REMOVAL OF DECAYING OR BURNED BUILDING

Whenever, in the opinion of the Building Inspector, any building within the City shall have been damaged by fire, building collapse, decay or otherwise, to the extent of 50 percent of the value thereof, it shall be the duty of the Building Inspector to report the same in writing to the City Manager as a likely violation of Title 12 and/or Title 18. The report shall be in writing and include a description of the building, its location, the circumstances of damage, decay or dilapidation, and the name of the owner, if known. The Department of Planning and Permitting may issue a notice to be served upon the owner if within the state, or in case of his absence from the state, upon his agent if there be one, requiring said owner to respond in writing within 15 days and show cause why said building should not be torn down or removed by the owner. In case the owner cannot be found within the state, and there is no agent present, then said notice may be published in the official City newspaper once in the weekly issues of such newspaper. Upon completion of such publication and due proof thereof, placed on file with the Finance Officer, service of said notice shall be deemed valid and complete.

CHAPTER 2.13 APPEAL PROCESS

Any person aggrieved by a decision made by the Building Inspector, or other Department Head under this Title shall be entitled to have said decision reviewed by the City Manager before any appeal to the City Council. The process shall be as follows:

- A. Any person aggrieved by a decision of the Building Inspector, designee or other Department Head under this Title shall first file a written request for review with the City Manager setting forth the basis for which he or she believes the decision to be in error. The writing shall also include the person's name and mailing address.
- B. Upon receipt of a written request for review, the City Manager shall review the decision and mail a written response to the aggrieved person within twenty (20) days.
- C. If the aggrieved person is not satisfied with the decision of the City Manager following review, he or she may file a notice of appeal with the City Finance Officer. There shall be no fee assessed for filing the appeal.
- D. Upon receipt of a notice of appeal, the Finance Officer shall notify the City Council and a public hearing shall be held at a regularly scheduled Council meeting within thirty (30) days after the date said appeal was filed. The City Finance Office shall provide notice to the person, at the mailing address they have provided, specifying the time, date, and location of the hearing.
- E. The City Council may notify the aggrieved person of its decision following the hearing, however, the Council shall issue a written decision to the person within twenty (20) days of the hearing. The Council may affirm or reverse the decision of the Building Inspector.

Dated this 21st of November, 2016.

First reading: 11-07-2016

Second reading: 11-21-2016

Adopted: 11-21-2016

Published: 12-07-2016

Effective: 12-28-2016

Motion by Martinson, second by Anderson and carried with all members present voting yes to approve second reading of Ordinance 2016-11 – Title 6 – Cemetery.

ORDINANCE 2016-11

AN ORDINANCE AMENDING TITLE 6- CEMETERY

**TITLE 6
CEMETERY**

BE IT ORDAINED by the Common Council of the City of Sturgis, Meade County, South Dakota that Title 6 –Cemetery Chapter 6.02 Administration and Finances-Section 6.02.02- Administration; 6.02.04 - Procedure for the Sale of Cemetery Lots. Chapter 6.03 –Interment and Disinterment- Section 6.03.03- Limitations upon Interment; Section 6.03.04 - Multiple Cremains; Section 6.03.06 - Supervision by Cemetery Sexton; Section 6.03.09 – Disinterment; Section 6.03.11 – Graves; Section 6.03.13 - Memorials: Control by Cemetery Sexton. Chapter 6.04 General Rules, Regulations, and Provisions- Section 6.04.08 - Planting or Removal of Trees and Shrubs Prohibited Without Permission; Section 6.04.06- Authority to Remove Harmful Trees or Shrubs; Section 6.04.12- Other Materials Placed on Graves; Section 6.04.16 - Duty of Cemetery Sexton to Enforce; Section 6.04.17 - Grave Repair and Maintenance amended to read as follows:

Chapters:

- 6.01: General Provision
- 6.02: Administration and Finances
- 6.03: Interment and Disinterment
- 6.04: General Rules, Regulations, and Provisions

**Chapter 6.01
GENERAL PROVISION**

SECTIONS:

- 6.01.01: Scope and Purpose
- 6.01.02: Definitions
- 6.01.03: Penalty

**Chapter 6.02
ADMINISTRATION AND FINANCES**

SECTIONS:

- 6.02.01: Power and Responsibility of the City in relation to the Bear Butte Cemetery
- 6.02.02: Administration
- 6.02.03: Fiscal Management
- 6.02.04: Procedure for the Sale of Cemetery Lots
- 6.02.05: Purchaser to Agree
- 6.02.06: Reclaiming and Resale of Lots by the City of Sturgis
- 6.02.07: Restrictions on the Resale of Lots
- 6.02.08: Records

6.02.02: ADMINISTRATION

The officials who shall have the duties with regard to the care, operation and maintenance of the Bear

Butte Cemetery are as follows:

- A. Cemetery Manager: The City Manager shall appoint a Cemetery Manager who may also be the City Finance Officer. The Cemetery Manager shall be in charge of the sale of all Cemetery lots, the receipt and disposition of all fees or money gifts or deposits, the establishment and control over all Cemetery funds, the issuance of Certificates of Purchase, and the issuance of all burial removal permits. Said Manager shall keep a complete set of records as required in the Title. Said Manager shall be responsible for the enforcement of the provisions of the Title, and he or she shall perform all other applicable duties as set forth in Sturgis City Ordinances.
- B. Cemetery Sexton: The Cemetery Sexton shall be in charge of all work done at the Cemetery, and he or she shall see that said work is done in conformance with the regulations herein provided. Said Cemetery Sexton shall be in charge of all interments and disinterment and shall carry out his or her responsibilities and all regulations related thereto which are herein provided.
- C. Certificates of Purchase: Shall be issued for no other purpose than the burial of human dead.

6.02.04 PROCEDURE OF THE SALE OF CEMETERY LOTS

Any person desiring to purchase a Cemetery lot or lots shall do so by paying the required fee to the City office determined by the City Manager for such lot or lots desired. The lots in such Cemetery shall be sold according to the plans and specifications on file in the City Finance Office. The cost of any lot shall be paid in full by check or cash. Upon the full payment of the required fee for the sale of a lot or lots, the City shall issue to the purchaser a receipt, known as a Certificate of Purchase, which shall entitle said purchaser to all the right and responsibilities herein provided, but shall not give title to said purchaser of said lot or lots.

The selling price of all lots shall be as follows (plus all applicable sales tax):

	<u>Administration</u>	<u>Perpetual Care</u>	<u>Totals</u>
ADULT	\$175.00	\$140.00	\$315.00
INFANT	\$40.00	\$85.00	\$125.00
CREMATION	\$40.00	\$85.00	\$125.00

No burial shall be permitted in any lot until the purchase price and perpetual care has been fully paid to the City.

Chapter 6.03 INTERMENT AND DISINTERMENT

SECTIONS:

6.03.01: Interments, Etcetera, Subject to State Law Also

6.03.02: No Interments or Disinterments until full Compliance with Laws

- 6.03.03: Limitations upon Interment
- 6.03.04: Multiple Cremains
- 6.03.05: Application for Permit for Interment
- 6.03.06: Supervision by Cemetery Sexton
- 6.03.07: No Removal of Body without Lawful Authority
- 6.03.08: Adequate Notice to be given
- 6.03.09: Disinterment
- 6.03.10: Disinterment By Order of Court or Coroner
- 6.03.11: Graves
- 6.03.12: Cremated Remains to be Disposed of Pursuant to State Law
- 6.03.13: Memorials: Control by Cemetery Sexton
- 6.03.14: Memorial Maintenance
- 6.03.15: Cemetery may Correct Placement Errors
- 6.03.16: Funerals in Charge of Licensed Funeral Directors

6.03.03: LIMITATIONS UPON INTERMENT

All interments in lots shall be restricted to members of the immediate family, or relatives of the owners or purchaser thereof, unless a notarized, written document from the lot owner or their heirs stating their wishes to the contrary is filed with the City Finance Officer. Only one body shall be allowed in each grave except in the event where permission is obtained from the City Manager or designee of the City. No adult cremains shall be allowed in an infant lot.

6.03.04: MULTIPLE CREMAINS

The number of cremains per lot shall be at the discretion of the City Manager or designee. Any memorial for multiple interments must be flush with the ground.

The charges for opening and closing are as follows (plus all applicable sales tax):

A.	Adult grave:	\$275.00
B.	Infant grave:	\$75.00
C.	Cremation grave:	\$75.00

Fees for weekend and holiday grave opening and closing are as follows (plus all applicable sales tax):

A.	Adult grave:	\$310.00
B.	Infant grave:	\$100.00
C.	Cremation grave	\$100.00

A statement of fees for opening and closing graves, and for other services as herein provided, shall be delivered to the funeral director in charge of the funeral on or before the 15th day of the month following the funeral and the fees set in said billing shall be paid to the City by the funeral director on or before the 30th day of the month. If the application is found to be in order, the City Finance Officer may issue said permit. In the absence of said City Finance Officer, the City Deputy Finance Officer may issue said permit. No grave shall be dug without said permit being first issued and record made thereof. Any person may make said application only when the lot owner or purchaser has given his permission for interment, and said applicant must be able to furnish proof of such permission to the City Finance Officer or funeral director at the time the application is made.

6.03.06: SUPERVISION BY CEMETERY SEXTON

All graves shall be dug by or under the supervision of the Cemetery Sexton, but only after a burial permit, as provided above, has been properly secured.

6.03.09 DISINTERMENT

Any lot owner or purchaser or next of kin of the deceased desiring a disinterment must make proper application for a permit to do so to the State of South Dakota and to the City Finance Officer and shall pay the proper charges for such disinterment. The charges are as follows (plus all applicable sales tax):

Weekday:

A.	Adult grave:	\$350.00
B.	Infant grave:	\$125.00
C.	Cremation grave	\$125.00

Weekends and Holidays:

A.	Adult grave:	\$400.00
B.	Infant grave:	\$175.00
C.	Cremation grave:	\$175.00

No disinterment shall be made and no permit issued, except as otherwise provided, until such fees are fully paid. Disinterment shall be made only by the Cemetery Sexton and only upon presentation of the required permit from the City Finance Officer. No permit for the removal of any body shall be issued except upon presentation of the written permission of the lot owner or next of kin of the deceased, unless otherwise herein provided or otherwise provided by state law. The requirement herein as to written permission of the lot owner or next of kin and the payment of the proper charges shall not be required where such disinterment is made by reason of the failure of the purchaser of a lot under contract to complete payment therefore, and the City has elected to remove any body to a single grave lot as permitted by such contract of purchase.

6.03.11: GRAVES

Graves shall be located at least 6 inches within the lot boundaries as follows:

	<u>Adult Graves</u>	<u>Infant Graves</u>	<u>Cremains</u>
<u>Lot Size:</u>	5' X 10'	3' X 5'	Within designated lot
<u>Opening:</u>	42" X 8'	Container Size	Container Size
<u>Depth:</u>	5' - 5 1/2'	2 1/2' - 3'	2 1/2' - 3'

The grade established shall be on the level with surrounding or adjoining graves and compliance with the grade of all lots shall be determined by the Cemetery Sexton. No person four (4) years of age and over shall be buried in the Cemetery, unless the casket is enclosed in a concrete or steel container commercially manufactured and with a durability approved by the Parks Superintendent. No wooden, fiberglass or non-durable containers shall be allowed for any aged person.

6.03.13: MEMORIALS: CONTROLLED BY CEMETERY SEXTON

Any memorial or marker intended to be erected or placed on any grave or lot shall first be approved by the Cemetery Sexton as to the size, location on lot, foundations, and kind of stone to be used, and all such memorials, their erection, materials, and placement, must be in conformance with this chapter or with any rules or regulations hereafter established by the Common Council. All memorials shall have at least a 4" wash on all sides. All memorials placed as foot markers shall be flush with the ground. Surface vaults and ledgers will not be allowed in any new section that is developed.

Chapter 6.04 GENERAL RULES, REGULATIONS, AND PROVISIONS

SECTIONS:

- 6.04.01: Hours
- 6.04.02: Walking on Lots Lawns Prohibited
- 6.04.03: Injury to Trees, Shrubs and Memorials
- 6.04.04: Vehicles
- 6.04.05: Children under Twelve
- 6.04.06: Scattering of Rubbish Prohibited
- 6.04.07: Proper Conduct for Sacred Place
- 6.04.08: Planting or Removal of Trees and Shrubs Prohibited Without Permission
- 6.04.09: Authority to Remove Harmful Trees or Shrubs
- 6.04.10: Enclosures, Hedges, Grave Guards Prohibited
- 6.04.11: Vases – Regulations
- 6.04.12: Other Materials Placed on Graves
- 6.04.13: City not Responsible for Articles Left
- 6.04.14: Illegal to Remove Lawfully Placed Material
- 6.04.15: Curbing and Crushed Rock or Quartz
- 6.04.16: Duty of Cemetery Sexton to Enforce
- 6.04.17: Grave Repair and Maintenance

6.04.08: PLANTING OR REMOVAL OF TREES AND SHRUBS PROHIBITED WITHOUT PERMISSION

No trees or shrubs shall be planted in or removed from any lot, walk or lawn space without permission of the Cemetery Sexton.

6.04.09: AUTHORITY TO REMOVE HARMFUL TREES OR SHRUBS

In the event any tree or shrub or curbing situated on any lot shall become harmful to any adjacent lot or become unsightly or inconvenient, the Cemetery Sexton shall have the authority to cause the removal of the same.

6.04.12: OTHER MATERIALS PLACED ON GRAVES

Any flag or other decoration, funeral design, cut flowers and/or any other item placed on lots, graves or trees may be removed by the Cemetery Sexton or his or her designee when the same becomes unsightly or interferes with maintenance.

Any flowers and/or decorations for Memorial Day shall be removed within two (2) weeks following the holiday.

6.04.16: DUTY OF CEMETERY SEXTON TO ENFORCE

It shall be the expressed duty of the Cemetery Sexton to cause the provisions of this Title and any supplemental written policies to be enforced.

6.04.17: GRAVE REPAIR AND MAINTENANCE

Anyone planning to make improvements on lots or gravesites shall receive written permission from the Cemetery Sexton before the project is started.

Adopted this 21st day of November, 2016.

First reading: 11-07-2016

Second reading: 11-21-2016

Adopted: 11-21-2016

Published: 12-07-2016

Effective: 12-28-2016

Motion by Crane, second by Bradley and carried with all members present voting yes to approve second reading of Ordinance 2016-08 – Supplemental Appropriations for 2016 Budget.

ORDINANCE 2016-08

**AN ORDINANCE AMENDING ORDINANCE NO. 2015-09
ANNUAL APPROPRIATIONS FOR THE YEAR 2016
OF THE CITY OF STURGIS, MEADE COUNTY, SOUTH DAKOTA**

BE IT ORDAINED by the Common Council of the City of Sturgis, Meade County, South Dakota, that ordinance 2015-09 is amended so that the following amounts are hereby appropriated to meet the obligation of the municipality for the year 2016.

General Fund 101**Mayor and Council**

4111-4220 Prof. Fees	\$25,000
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4111-4230 Publishing	\$2,000
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4111-4260 Supplies	\$1,000
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4111-4280 Utilities	<u>\$2,000</u>
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Total	<u>\$30,000</u>
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Finance

4142-4111 Wages	\$5,500
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4142-4220 Prof. Fees	\$8,000
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4142-4270 Travel	<u>\$2,000</u>
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Total	<u>\$15,500</u>
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Planning & Permitting

4196-4111 Wages	\$20,000
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Sponsorship

4198-42200 Prof. Fees	\$80,000
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4198-42300 Publishing	\$25,000
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4198-42400 Rental	\$10,000
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4198-42900 Other	<u>\$52,500</u>
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Total	\$167,500
Police	
4211-42200 Prof. Fees	\$10,782
4211-42500 Repairs & Maintenance	<u>\$10,000</u>
Total	\$20,782
Dispatch	
4218-4290 – Other (Software)	\$70,000
Airport	
4350-424340 – Machinery & Equipment	<u>\$24,000</u>
Total for General Fund	\$347,782
Source of Funding: Unappropriated cash, additional new revenue and donations.	
Special Sales Tax	
211-42800 – Utilities	\$6,500
Source of Funding: Unappropriated cash	
Capital Improvements	
212-4330 – Improvements	\$964,000
Source of Funding: Unappropriated cash and additional new revenue	
Equipment Replacement	
The following transfers from General Fund will be decreased by:	
Finance	\$2,142
City Manager	\$1,785
Planning & Permitting	\$3,571
Rally	\$2,142
Streets	\$44,776
Parks	<u>\$25,816</u>
Total for General Fund	\$80,232
General Fund Administration fees will increase:	
Wastewater	\$37,836
Water	\$28,847
Sanitation	\$104,697
Liquor	<u>\$1,607</u>
Total for increase in GF Admin fees	\$172,987
Equipment Replacement transfers will decrease by:	
Wastewater	\$37,836
Water	\$28,847
Sanitation	\$104,697
Liquor	<u>\$1,607</u>
Total for decrease in Equipment Replacement transfers	\$172,987
Sales Tax changes:	
General Fund Sales Tax will decrease	(\$253,219)
Equipment Replacement Fund will increase	\$253,219

Adopted this 21st day of November, 2016.

First reading: 11-07-2016

Second reading: 11-21-2016

Adopted: 11-21-2016

Published: 12-07-2016

Effective: 12-28-2016

Motion by Waterland, second by Bradley and carried with all members present voting yes to approve second reading of Ordinance 2016-09 – Supplemental Appropriations for 2017 Budget.

ORDINANCE 2016-09

AN ORDINANCE AMENDING ORDINANCE NO. 2016-07 ANNUAL APPROPRIATIONS FOR THE YEAR 2017 OF THE CITY OF STURGIS, MEADE COUNTY, SOUTH DAKOTA

BE IT ORDAINED by the Common Council of the City of Sturgis, Meade County, South Dakota, that ordinance 2016-07 is amended so that the following amounts are hereby appropriated to meet the obligation of the municipality for the year 2017.

General Fund 101

The following General Fund transfers will decrease by:

Finance	\$2,207
City Manager	\$1,839
Planning & Permitting	\$3,678
Rally	\$2,060
Streets	\$52,226
Parks	<u>\$26,590</u>
Total for General Fund	\$88,600

General Fund Administration fees will increase:

Wastewater	\$38,971
Water	\$31,230
Sanitation	\$103,277
Liquor	<u>\$1,655</u>
Total for increase in GF Admin fees	\$175,133

Equipment Replacement transfers will decrease by:

Wastewater	\$38,971
Water	\$31,230
Sanitation	\$103,277
Liquor	<u>\$1,655</u>
Total for decrease in Equipment Replacement transfer	\$175,133

Sales Tax changes:

General Fund Sales Tax will decrease	(\$263,733)
Equipment Replacement Fund will increase	\$263,733

Equipment Replacement Fund

219-9000-43400 – Machinery & Equipment	\$263,733
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The following Fund will be eliminated:

331/618 – Storm Sewer	\$76,000
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Water Fund Expenses will be increased by:

602-4330-4111 – Wages	\$42,811
602-4330-4210 – Insurance	\$600
602-4330-4250 – Repairs	\$16,000
602-4330-4260 – Supplies	\$9,000

602-4330-4270 – Travel	\$1,000
602-4330-4290 – Other	<u>\$6,589</u>
Total for Water Fund	\$76,000

Adopted this 21st day of November, 2016.

First reading: 11-07-2016
Second reading: 11-21-2016
Adopted: 11-21-2016
Published: 12-07-2016
Effective: 12-28-2016

Any other business:

Mayor Carstensen announced that Councilor Keszler is unable to attend the SEDC meetings and would one of the other Councilors want to attend? Councilor Waterland will attend the meeting on November 22nd.

Public Works Director Rick Bush gave the Council an update on the Main Street project.

Motion by Dargatz, seconded by Crane and carried with all members present voting yes to adjourn the meeting at 7:54 pm.

ATTEST: _____
Fay Bueno, Finance Officer

APPROVED _____
Mark Carstensen, Mayor

Published once at the total approximate cost of \$

Publish: December 7, 2016

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Common Council of the City of Sturgis will hold a public hearing in the Commissioners meeting room of the Erskine Building, 1300 Sherman Street, December 19, 2016 at 6:30 p.m. to hear the following use on review applications and variance applications:

- ~~1. Rachel Snow – 2349 Palisades Loop – use on review for an in-home daycare.~~
2. Brandy Nikkila – 2020 and 2030 Park Avenue – a 90 day review of a use on review for an in-home daycare.
3. MHI Investments – 1423 Main Street – variance to the east side setback –for a carport.
4. Scott Sabers – 2327 Junction Avenue – variance to all setbacks on property – to add second story to the existing commercial building.

Individuals needing assistance pursuant to the *Americans with Disabilities Act* should contact the City of Sturgis Finance Officer (605.347.4422) in advance of the meeting to make any necessary arrangements.

Fay Bueno, Finance Officer

Published twice at the total approximate cost of _____.

City of Riders

1040 Harley-Davidson
Way, Suite 103
Sturgis, SD 57785



City Manager

Voice: (605) 347-4422
Fax: (605) 347-4861
dainslie@sturgisgov.com

Council Report

December 5, 2016

Aaron Munsell, Planning and Permitting/City Manager's Office Intern
Consideration to Approve Resolution Surplussing Police Motorcycles

Background

In 2015, the city received 4 motorcycles from Harley Davidson as specified in their sponsorship agreement for police use during the Sturgis Motorcycle Rally and the summer season. After two years of use, the City is allowed to sell them to solely benefit the general fund for the City of Sturgis. Two of these motorcycles are now surplus and can be sold. These motorcycles need to be sold in by the end of 2017 in order to allow the City to make its budget. Starting in 2017, the City will be receiving two new motorcycles each year. Therefore, annually, we will have two motorcycles to surplus and sell.

Rally and Events staff have discussed potential manners in which the motorcycles can be sold with numerous dealerships and private individuals with significant experience. The staff has been advised to try selling a motorcycle on eBay first. Depending on the success of this, other options maybe explored.

Budget Impact

The revenue generated from selling the motorcycles on eBay will profit our city's general fund.

Recommendation

Staff's recommendation is to pass this resolution to allow the sales to proceed.

Approved:

Daniel Ainslie, City Manager

RESOLUTION 2016-66
A RESOLUTION DECLARING PROPERTY SURPLUS

BE IT FURTHER RESOLVED BY THE COMMON COUNCIL OF THE CITY OF STURGIS that the personal property described below is hereby declared surplus and to be disposed of as described by SDCL 23A-37-13 and 23A-37-10. It is being advisable and in the best interest of the City to sell/trade/dispose of such personal property.

Police:

1. 2015 Harley Davidson motorcycle- Model FLHTP - VIN- 1HD1FMM33FB631741
2. 2015 Harley Davidson motorcycle –Model FLHTP - VIN - 1HD1FMM32FB632136

Dated this _____ day of _____ 2016.

CITY OF STURGIS

Mark Carstensen, Mayor

ATTEST:

Fay Bueno, Finance Officer

Published:

Effective:

City of Riders

1040 Harley-Davidson
Way, Suite 103
Sturgis, SD 57785



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Fax: (605) 347-4861
dsmith@sturgisgov.com

Council Report

December 5, 2016

Dave Smith, Director of Planning & Permitting

Consideration and Approve Contract extension for Airport Management Services for the time frame of January 1, 2017 through March 31, 2017.

Background

The City of Sturgis has put out a Request for Proposal for Airport Management Services for the Sturgis Municipal Airport. Since proposals that are received will not be reviewed and accepted prior to March of 2017 an extension to the existing Airport Management Contract has been written, and accepted by the current Airport Management Staff.

Budget Impact

No Impact, within budget

Recommendation

Staff's recommendation is to accept the Airport Management Contract Extension

Approved:

A handwritten signature in black ink, appearing to read "Dan Ainslie", is written over a horizontal line.

Daniel Ainslie, City Manager

AIRPORT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of December, 2016, by and between the City of Sturgis whose mailing address is 1040 Harley-Davidson Way, Sturgis, South Dakota, a municipal corporation existing by and under the authority of the laws of the State of South Dakota, hereinafter referred to as CITY and CB&B AVIATION LLC with a mailing address at 1529 West Farley Street, Sturgis, South Dakota hereinafter referred to as MANAGER.

WITNESSETH

WHEREAS, the CITY is the owner of a municipal airport located at 13345 Alkali Road, Sturgis, South Dakota; and

WHEREAS, the CITY and the MANAGER desire to of enter into a contractual agreement for the management of said airport.

NOW THEREFORE it is mutually understood and agreed by and between the CITY and the MANAGER as follows:

1. The MANAGER agrees to provide all services described below to manage the Sturgis Municipal Airport and perform the general duties thereof as follows, together with any other duties which may be assigned by the City which relate to the operation of the airport facility. The Manager shall:

- A. Provide information to the City and act as the City's representative in matters pertaining to the airport when requested by the City Manager. Attend all meetings held in the City of Sturgis, or at the airport, relative to the operations of the airport and attend any and all other conferences or meetings when requested by the Sturgis City Manager or authorized designee;
- B. Provide airport flight services on a seven day a week basis from 8:00 a.m. to 5:00 p.m., make provisions for off hour services on an on-call basis, and be available in case of an emergency at any hours requested by the City Manager or his designee;
- C. Supervise the day-to-day maintenance of the airport grounds and landing area;
- D. Furnish regular daily janitor and caretaker services for the airport building and related facilities, and the area around the same, as stated hereinafter;
- E. Maintain the turf and grounds as necessary on airport property not leased to others, mowing grass, spraying weeds, snow removal, etc.;
- F. Inspect the airport lighting at least once per week or more often if required, to determine if the runway lighting system is in good working order and whether all light bulbs, light fixtures, wind tee, obstruction markers and airport marking beacons are functioning properly, and provide a weekly report to the CITY of the inspection. The Manager shall make minor repairs as found necessary by his inspections and shall replace burned-out light bulbs promptly as part of his required duties. The Manager shall notify the City of any repairs required that are of a major nature and beyond his abilities to repair and request information as to how to proceed to have the deficiency corrected. It shall be the Manager's duty to keep an accurate written Runway Lighting Performance Record, to analyze, from time-to-time the performance record and advise the City of any repairs that should be made to the system, which are revealed as a result of examinations of the performance record;
- G. Thoroughly clean, or cause to be cleaned, the airport building at least weekly and keep the same in a clean, presentable conditions at all times. The rest rooms in the airport building shall be kept clean at all times and inspected daily for needed supplies
- H. Windows shall be kept clean at all times;
- I. Check the heating and cooling system at least monthly and keep the units clean and in proper working order, including filter replacement as necessary;
- J. Perform all minor repairs and maintenance items as necessary to maintain the airport building and the surrounding grounds under the care and responsibility of the MANAGER;

- Z. Agree to comply with such enforcement procedures as the United States might demand that the City take in order to comply with the Sponsor's Assurances.
- AA. Agree he will deposit with the City Finance Officer of the City of Sturgis a policy of comprehensive liability insurance naming the City as a co-insured. Such policy shall be issued by a company licensed to do business in South Dakota and shall insure the Manager against loss from liability to the amount of \$1,000,000 for the injury or death of one person in any one accident; and in the amount of \$1,000,000 for the injury or death of more than one person in any one accident, and in the amount of \$1,000,000 for damages to property of others for any one accident, unless other arrangements are agreed to by the City. The policy of insurance shall be approved by the City Attorney as to legal form before it is filed, and shall contain a provision that the same may not be cancelled before expiration of its terms except upon thirty days written notice to the City. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this Agreement, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- BB. Not, at any time, during the term of his Agreement, assign or transfer this Agreement or any interest therein, without the written consent of the City Manager.
- CC. Agree to observe and obey, during the term of this Agreement, all laws, ordinances, rules and regulations promulgated and enforced by the City, and by any other proper authority having jurisdiction over the conduct of the operations at the airport.
- DD. Agree no signs or advertising matter may be erected without the approval of the City Manager.
- EE. Coordinate a public area improvement project with the City staff and ensure all public areas are regularly clean to be presentable at all times for use by the public.

2. The CITY:

- A. Reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspections it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement;
- B. Reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of MANAGER and without interference or hindrance. If the physical development of the airport requires the relocation of MANAGER during the term of this Agreement, CITY agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the Manager at no cost to MANAGER.
- C. Reserves the right, but shall not be obligated to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of MANAGER in this regard.
- D. Reserves the right during the time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the agreement with the government, shall be suspended.
- E. Reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Manager from erecting, or permitting to be erected any building or other structure on the airport which, in the opinion of CITY, would limit the usefulness of the airport or constitute a hazard to aircraft.
- F. Shall provide a furnished airport building which shall contain a lounge area, public rest rooms, FBO office area and storage area.
- G. Shall provide the water and sewer service for the airport building.
- H. Shall provide and pay the cost of all electricity for the operation of the airport aeronautical lighting (runway, taxiway, threshold, beacons, security lights, etc.) and light bulbs.
- I. Shall provide the janitorial supplies and equipment for the care of the airport building.
- J. Shall pay for repairs to the heating and air conditioning system.
- K. Shall provide or be responsible for all major building maintenance.
- L. Shall perform all regular maintenance of, and shall be responsible for, all major repairs to all City owned equipment which may be permanently or temporarily stationed at the airport.
- M. Shall provide fuel storage/dispensing facility for use on the airport by MANAGER.
- N. Shall provide a 22,000 square foot public parking area for the use of the flying public with specific areas established by CITY will be set aside for long term parking.

execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

13. TERM: The term of this Agreement shall commence on the 1st day of January, 2017 and shall terminate on the 31st day of March, 2017.


IN WITNESS WHEREOF the MANAGER has signed below, and the City has caused this instrument to be executed by the Mayor and attested by the City Finance Officer, and its corporate seal hereto affixed, this _____ day of December, 2016.

MANAGER:

CITY OF STURGIS:



Roger Burnham, Member - Manager
CB&B AVIATION LLC


Mark Carstensen, Mayor

Attest:

Fay Bueno, Finance Officer

City of Riders

1040 Harley-Davidson
Way, Suite 103
Sturgis, SD 57785



City Manager

Voice: (605) 347-4422
Fax: (605) 347-4861
dainslie@sturgisgov.com

Council Report

December 5, 2016

Daniel Ainslie, City Manager

Consideration to Authorize City Manager to sign an electric easement underground on the City's Recycling Center

Background

In order to provide the needed electricity to the Big D's/Arby's development, Black Hills Energy had to extend three phase power. The line was extended along the southwest property line of the City's recycling lot along Dickson Drive (close to Exit 32). The line was placed in a temporary easement which now needs to become a permanent easement. The lines are underground and do not hamper the City's use of the lot.

Issue under consideration

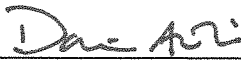
The proposed easement would allow Black Hills Energy to continue to maintain its electrical lines which cross the City's lot. This provides additional needed power for the growing developments along Vanocker Canyon Road. The easement authorizes lines to be placed underground along with needed surface terminals. The proposed easement will not reduce the usefulness of the lot nor will it have a significant impact on the visual aesthetics of the community. The easement will allow for the continued development of this important corridor.

Budget Impact

Black Hills Energy will provide \$10 to the City in exchange for the easement. However, the significant impact on the community will be the longer term property and sales tax growth which will occur as the Vanocker Road corridor continues to develop.

Recommendation

Staff's recommendation is to authorize the City Manager to sign the attached easement.

Approved:	 Daniel Ainslie, City Manager
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Prepared by: Brad Krush
Black Hills Power, Inc.
PO Box 1400
Rapid, SD 57709
605-721-3200

WR#547918

ELECTRIC EASEMENT-UNDERGROUND

This **EASEMENT** is made and entered into this _____ day of _____, 20____, by and between City of Sturgis, "GRANTOR", and **Black Hills Power Inc.**, "GRANTEE".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least 10 feet on either side of the power line. This easement shall run with the land. This easement shall run with the land. The centerline of the power line as constructed is the centerline of the easement.

The real estate above referred to is specifically described and/or depicted as follows: **SEE EXHIBIT "A"**

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devises as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF _____ :
COUNTY OF _____ SS.
:

On this ____ day of _____, 20____, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came _____, the _____ of _____ and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at _____, in said county and state, the date aforesaid.

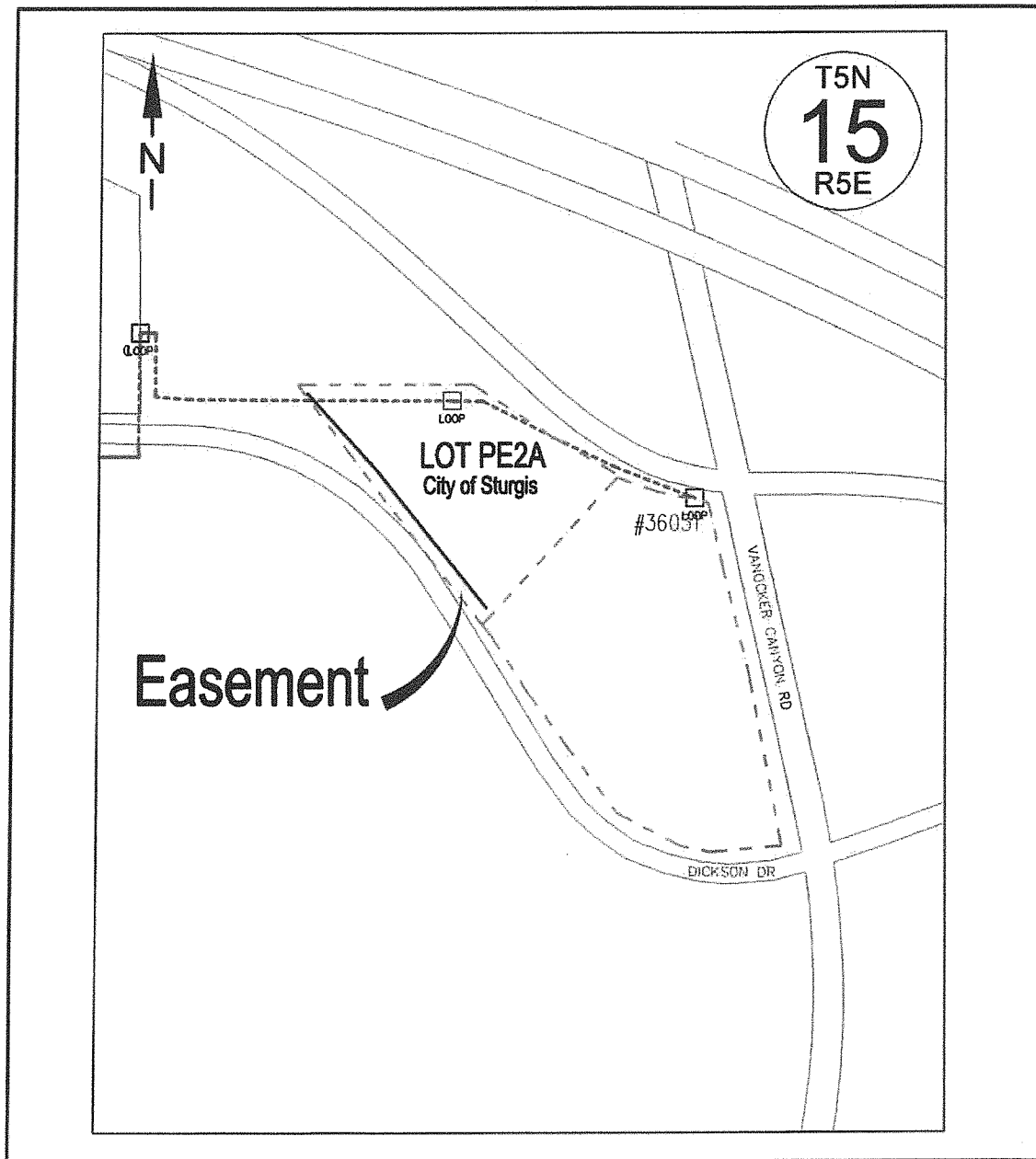
Notary Public

My Commission Expires: _____
(SEAL)

EXHIBIT "A"

The real estate referred to is specifically described as follows:

Lot PE2A; Formerly a portion of, Lot PE2 in a portion of Lot H2 of lot 2 less Tract "555" and less Tract A and a portion of Tract B, a replat of lot 2; and in a portion of Lot H1 and H2 of Lot 2 and Tract B, a replat of Lots 2 and 3; and in a portion of Lots H3 and H4 of Tract B, a replat of lots 2 and 3; all in the N1/2 of the SW1/4 all in Section 15 - Township 5 North - Range 5 East of the B.H.M. Meade County, South Dakota, according to the recorded plat thereof filed for record on January 27th, 2009, in books of the Plats 23 on page 52. (Replat shown in Plat Book 24 on Page 197.)



NOTE: The centerline of the powerline as constructed is the centerline of the easement.

BOOK 772 PAGE 1619



DOC. NO. 000686-CV
BOOK 772 PAGE 1619-1620
FEE \$12.00 CA #253100
DATE Feb. 17, 2009
TIME 3:44 P.M.
ANGELA M. ROSS
MEADE COUNTY
REGISTER OF DEEDS

001036 FEB-08

MC 39476

QUIT CLAIM DEED

THE STATE OF SOUTH DAKOTA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "Grantor", of Hughes County, State of South Dakota, for and in consideration of One Dollar (\$1.00) and other valuable consideration, CONVEYS AND QUITCLAIMS to City of Sturgis, South Dakota whose post office address is 1040 Second St. Ste. 103, Sturgis, South Dakota 57785, all interest in the following described real estate:

Lot 36 in Block BC of Glover's First Addition to the City of Sturgis, Meade County, South Dakota.

Lot Z in a portion of Lot H3 of Tract B, a replat of lots 2 and 3; and in a portion of Lots H1, H2 and H3 of Lots 4-A and 4-B of Werdel and Hudson Subdivision; and in a portion of Lots H1 and H2 of Lot 4-C-R (Revised) of Werdel and Hudson Subdivision; and in a portion of Lot H2 of Lot 4; all in the NE1/4 of the SW1/4 in Section 15 - Township 5 North - Range 5 East of the B.H.M., Meade County, South Dakota, according to the recorded plat thereof filed for record on January 27th, 2009, in Books of Plats 23 on page 53 therein.

☐ TRANSFER FEE PAID \$ _____
☒ EXEMPT FROM TRANSFER FEE #2.

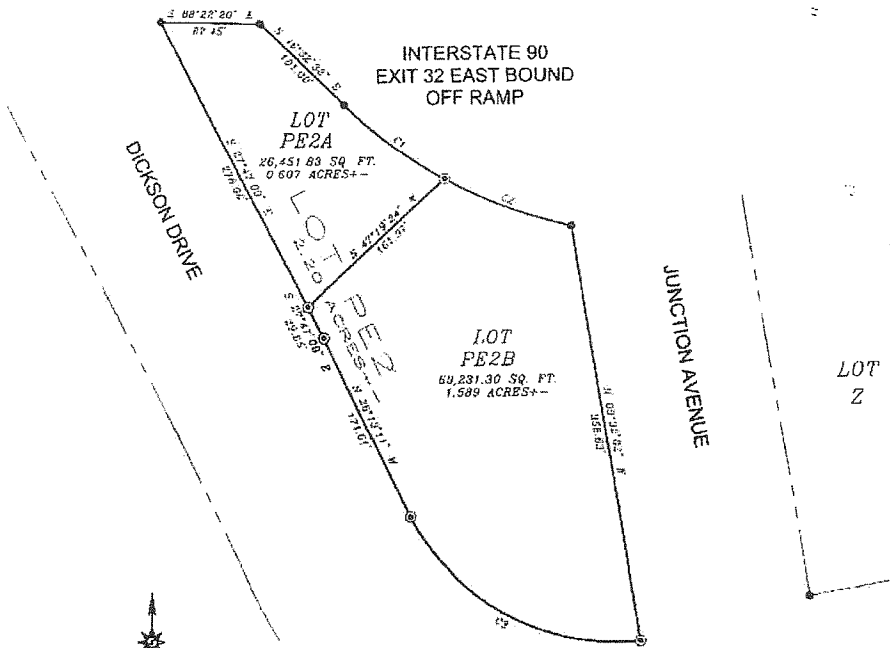
Lot PE2 in a portion of Lot H2 of Lot 2 less Tract "555" and less Tract A and a portion of Tract B, a replat of Lot 2; and in a portion of Lot H1 and H2 of Lot 2 and Tract B, a replat of Lots 2 and 3; and in a portion of Lots H3 and H4 of Tract B, a replat of Lots 2 and 3; all in the N1/2 of the SW1/4 all in Section 15 - Township 5 North - Range 5 East of the B.H.M., Meade County, South Dakota, according to the recorded plat thereof filed for record on January 27th, 2009, in Books of Plats 23 on page 52 therein.

Grantor reserves all rights to all deposits of coal, ores, metals, and other minerals, asphaltum, oil, gas, and other like substance, together with the right to prospect for, mine, and remove the same upon rendering compensation to the owner or lessee for all damages that may be caused by such prospecting or removal.

Grantor reserves the right to control access to the above-referenced property in accordance with the authority granted to Grantor to construct and maintain controlled access facilities pursuant to

Plat of
Lot PE2A and Lot PE2B
Formerly Lot PE2

Located in the N1/2 SW1/4 of Section 15, Township 5 North, Range 5 East,
Black Hills Meridian, City of Sturgis, Meade County, South Dakota



0 50 100 150
1" = 50 feet
OCTOBER 2014

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes which are due upon the land described herein, as shown by the records of my office, are fully paid. Except as noted.

Dated this 11 day of October, 2014.
Diana Anderson, Treasurer
Meade County Treasurer

STURGIS COMMON COUNCIL

We, the undersigned, as authorized representatives of the Sturgis City Common Council, do hereby certify that at an official meeting held on this 17 day of November, 2014, that we did approve this Plat.

Attest: Jay Ann, Mayor
City Auditor

PLANNING COMMISSION

Approved by the City of Sturgis Planning Commission, Meade County, South Dakota.

Dated this 4 day of November, 2014.
Dustin Hughes, Secretary
Attest: [Signature]

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY

The location of the proposed access to the Highway or Street as shown herein is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this 11 day of November, 2014.
Dustin Hughes, Highway or Street Authority

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have on record in my office a copy of the within described plat.

Dated this 11 day of October, 2014.
Dustin Hughes, Director of Equalization

OFFICE OF REGISTER OF DEEDS

Filed for record this 5th day of Dec. 2014
and recorded in book of plats 24 on page 197
at 11:52 o'clock A.M. No. 60724-117897

Sharon E. Vasknetz, Register of Deeds
Meade County Register of Deeds

LEGEND

- ⊙ Set 5/8" Rebar with Cap marked "VASKNETZ RLS 7719"
 - ⊙ Found D01 Right of Way Survey Monument
 - ⊙ Found 5/8" Rebar
- All dimensions shown on this plat are from field located monuments.

SURVEYOR'S NOTES

- Previously Recorded Highway Plat of The City of Sturgis Lot PE2, is recorded in the Meade County Register of Deeds Office, in Plat Book 23 Page 52
- Utility & Minor Drainage Comments:
1" Wires on the interior side of all side and rear lot lines
- Building Restrictions: Per City Ordinance Requirements
- Building Setbacks: 25' Front, 25' Rear, and 0' Sides.

SURVEYOR'S CERTIFICATE

I, Sharon E. Vasknetz, 1921 Lazelle Street, Sturgis SD, being a Registered Land Surveyor in the State of South Dakota, do hereby state that at the request of the Owners listed herein, I have surveyed and platted the property shown and described herein. I have marked upon the ground the boundaries in the manner shown, and that the plat is correct to the best of my knowledge, information and belief.

IN WITNESS WHEREOF
I hereunto set my hand and seal
this 17 day of October, 2014.
Sharon E. Vasknetz
Registered Land Surveyor No. 7719



OWNER'S CERTIFICATE

We, the Sturgis City Council, do hereby certify that we are the owners of the land shown and described herein, and that we did authorize and do join in and approve this survey and plat. We further certify that the development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations. Dedicated right-of-way as shown herein is dedicated to public use.

IN WITNESS WHEREOF
I hereunto set my hand
this 17 day of November, 2014.
Mick Carlson, Mayor

ACKNOWLEDGEMENT OF OWNERS

STATE OF SOUTH DAKOTA }
COUNTY of Meade }

On this 17 day of November, 2014, before me, the undersigned officer, personally appeared Mick Carlson, known to me to be the person who executed the foregoing Owners' Certificate and acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereby set my hand and official seal.
Sharon E. Vasknetz, Notary Public

